

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by API until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.

- 3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

#### **4. Local Dialing Parity**

- 4.1 BellSouth and API shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and API shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

#### **5. Interconnection Compensation**

##### **5.1 Compensation for Call Transportation and Termination for Local Traffic**

- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

- 5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

- 5.1.1.2 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.

- 5.1.1.3 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.
- 5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.
- 5.1.3 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- 5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.1.5 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.1.6 If API utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from API for transport and termination of BellSouth originated traffic, BellSouth will pay API no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where API receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the API terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate API at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by API as defined in this Attachment.
- 5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to API, BellSouth shall pay to API reciprocal compensation for Local Traffic delivered to API end users physically located within the LATA in which the call originated and within which the API end user's NPA/NXX is assigned. If API assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to API end users physically located outside of that LATA, BellSouth traffic originating

from within the LATA where the NPA/NXXs are assigned and delivered to a API customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to API shall be due therefor. Further, API agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to API at BellSouth's switched access tariff rates.

- 5.1.9 If API does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole API NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if API can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

- 5.2 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Facility Reporting Guidebook, as it is amended from time to time.

- 5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to API. After interstate and intrastate traffic percentages



have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and API shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditors paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 **Rate True-up**

**This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

- 5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 5.6.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In

the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

5.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and API specifically or upon all carriers generally, such as a generic cost proceeding.

#### 5.7 **Compensation for IntraLATA Toll Traffic**

5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If API is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses API as an interexchange carrier on a 101XXXX basis, BellSouth will charge API the appropriate BellSouth tariff charges for originating switched access services.

5.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

5.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to API requires interconnection from API to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection

Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. API shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that API desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

## 5.8 Mutual Provision of Switched Access Service

5.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.

5.8.2 When API's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

5.8.3 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide

complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.

- 5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.8.9 API agrees not to deliver switched access traffic to BellSouth for termination except over API ordered switched access trunks and facilities.
- 5.9 **Transit Traffic Service**
- 5.9.1 BellSouth shall provide tandem switching and transport services for API's Transit Traffic. Transit traffic is traffic originating on API's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to API's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that API's end office is subtending the BellSouth Access Tandem for switched access traffic to and from API's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between

API and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between API and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

## 5.9.2

In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties

## 5.9.2

The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that API is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to API. API agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of API. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

## 5.10

**Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs).**

## 5.10.1

ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

## 6.

**Frame Relay Service Interconnection**

## 6.1

In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and API's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which API is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between API and BellSouth Frame Relay Switches in the same LATA.

- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and API have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, API may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies API that it has found that this method does not adequately represent the PLCU.
- 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and API will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. API

will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of API's PLCU.

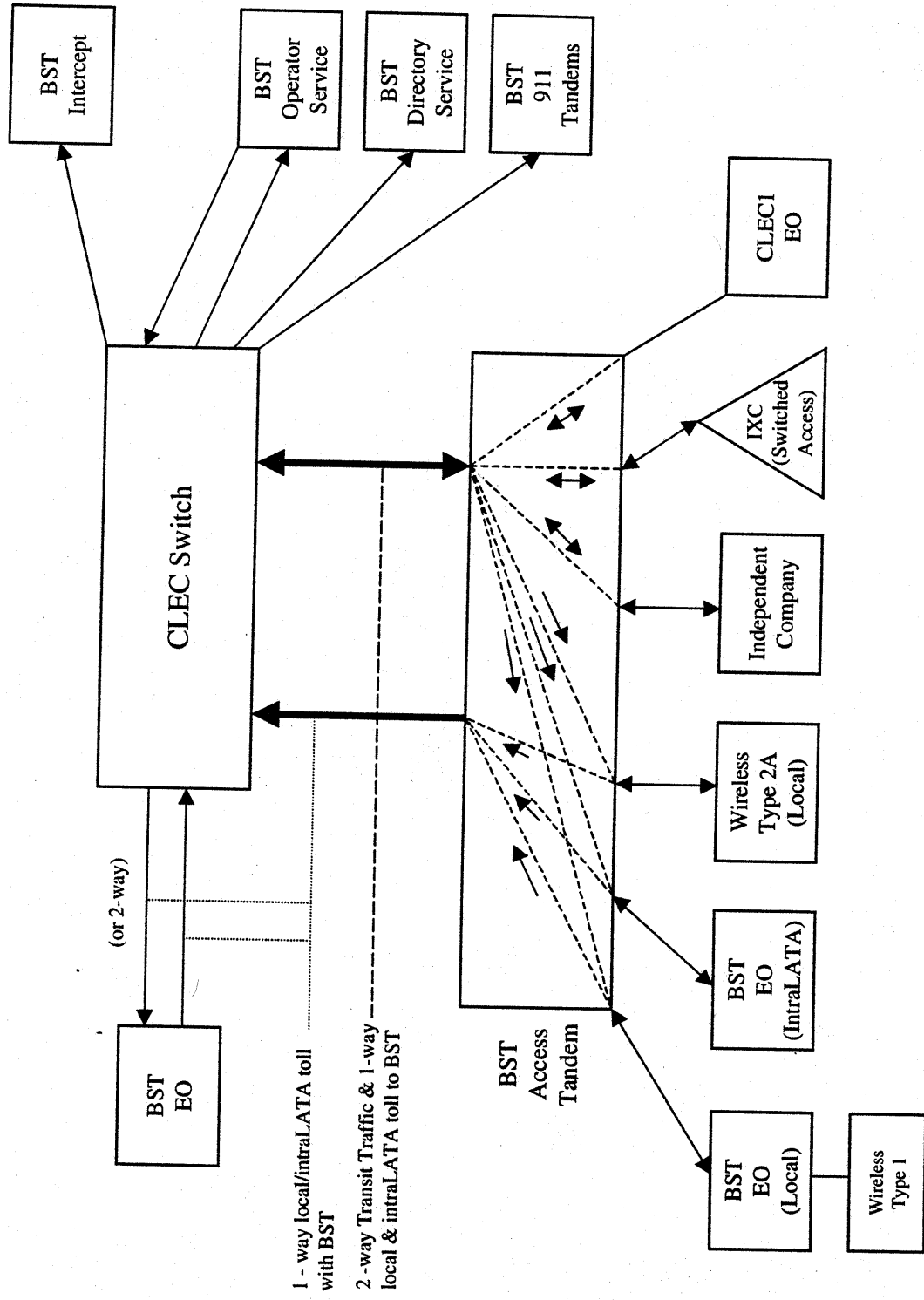
- 6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and API will pay, the total non-recurring and recurring charges for the NNI port. API will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by API's PLCU.
- 6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 6.8 For the PVC segment between the API and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
- 6.9.1 If API orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the API Frame Relay switch, BellSouth will invoice, and API will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and API Frame Relay switches. If the VC is a Local VC, API will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to API for the PVC segment.
- 6.9.2 If BellSouth orders a Local VC connection between a API subscriber's PVC segment and a PVC segment from the API Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and API will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and API Frame Relay switches. If the VC is a Local VC, API will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to API for the PVC segment.
- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

- 6.9.4 If API requests a change, BellSouth will invoice and API will pay a Feature Change charge for each affected PVC segment.
  - 6.9.4.1 If BellSouth requests a change to a Local VC, API will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
  - 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
  - 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
  - 6.10 API will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.
  - 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
  - 6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 6 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.
- 7. Operational Support Systems (OSS)**  
The terms, conditions and rates for OSS are as set forth in Attachment 2.



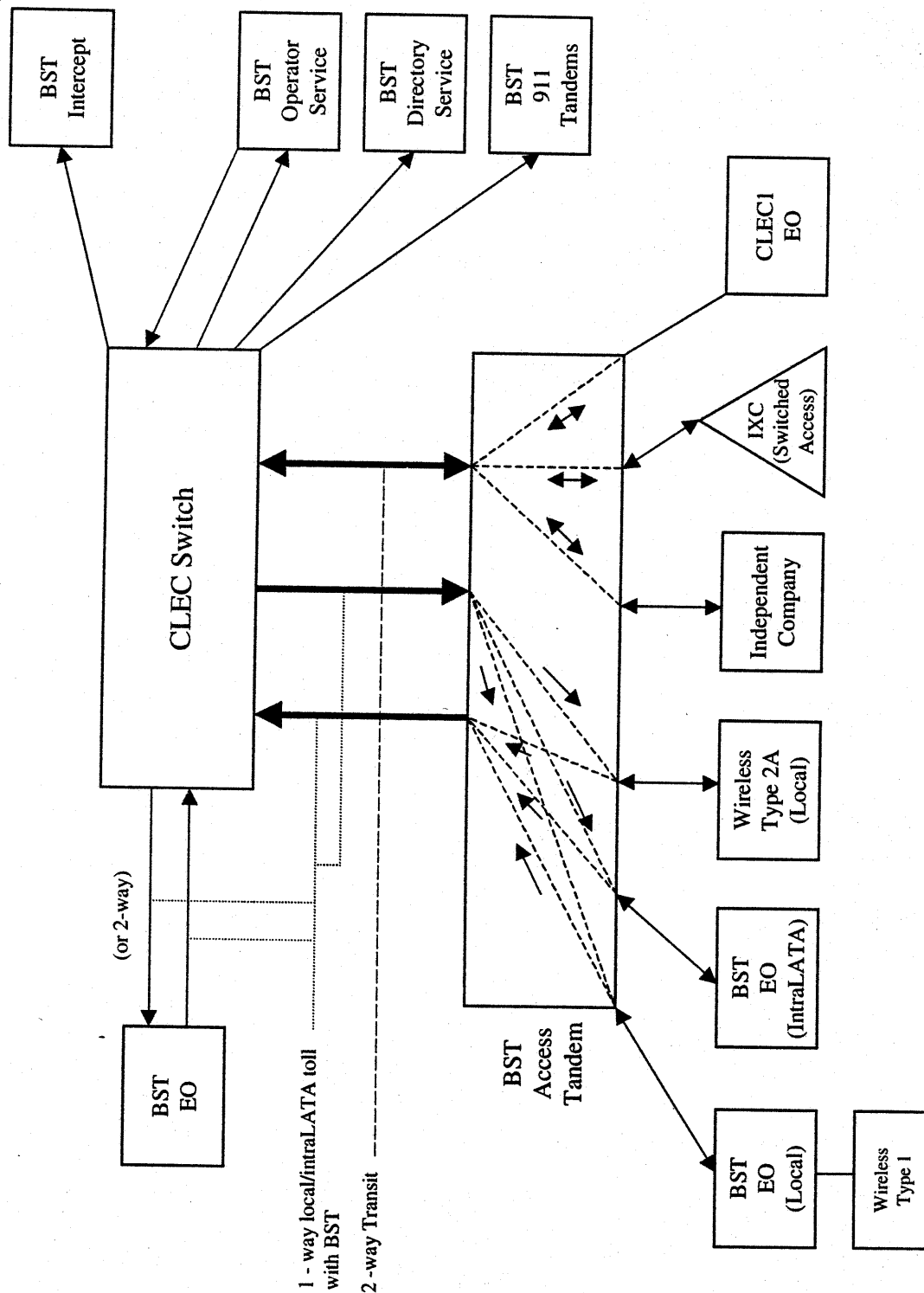
# Basic Architecture

Exhibit B



# One-Way Architecture

Exhibit C



# Two-Way Architecture

Exhibit D

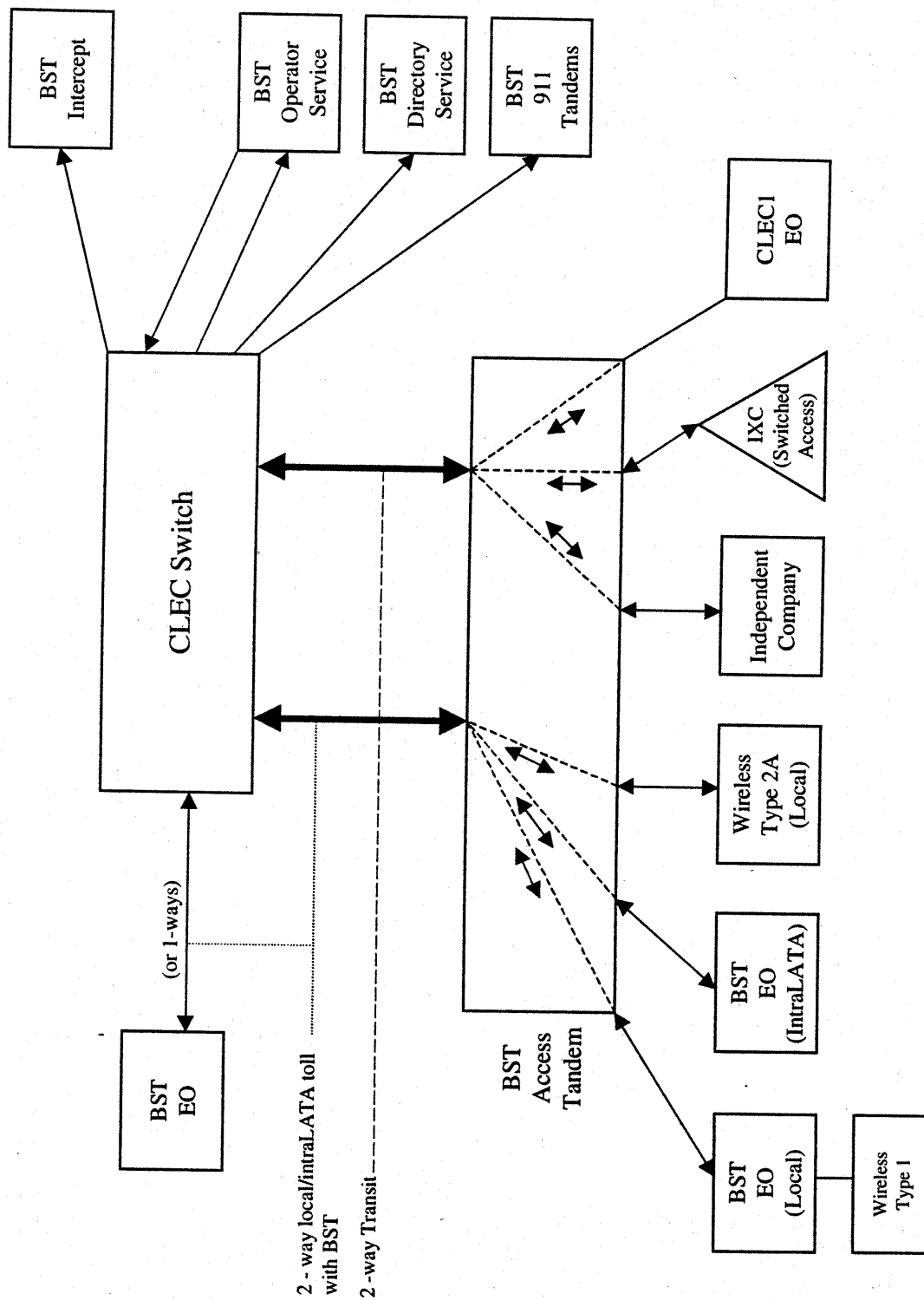
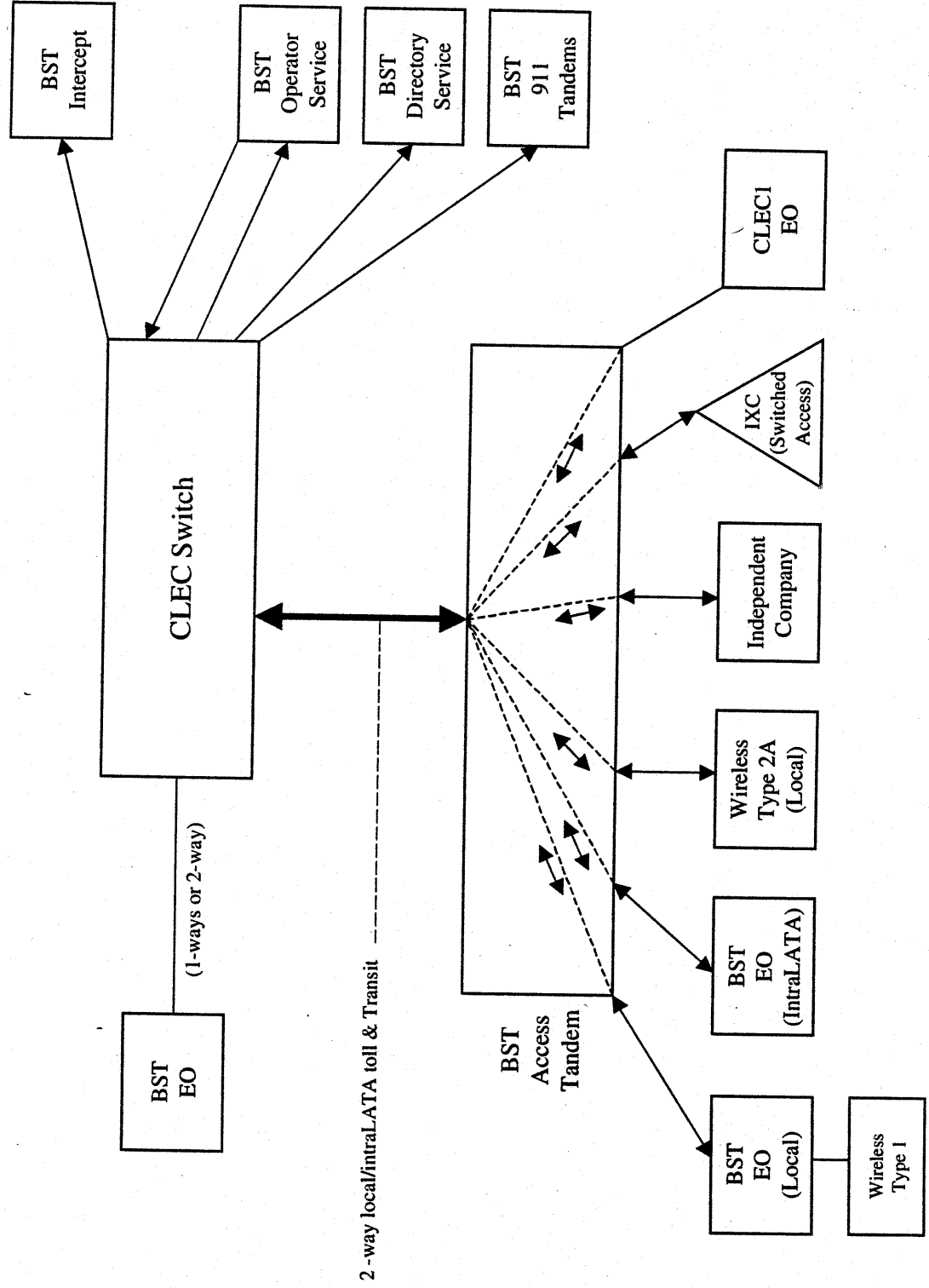


Exhibit E

# Supergroup Architecture



BELLSOUTH/PI RATES  
LOCAL INTERCONNECTION

		RATES BY STATE											
DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
End Office Switching, per mou		N/A	\$0.0018	NA	\$0.0016333	\$0.002562	\$0.00210	\$0.0023771	\$0.0015	\$0.0019295	\$0.0019		
Direct Local Interconnection, per mou (same as End Office Switching in FL)			NA	\$0.002	NA	NA	NA	NA	NA	NA	NA		
Tandem Switching, per mou		N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0006	\$0.0006843	\$0.000676		
Tandem Local Interconnection, per mou (includes end office switching element)		N/A	NA	\$0.00325	NA	NA	NA	NA	NA	NA	NA		
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA		
Local intermediary, per mou (applies to transit traffic only)		N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA		
Tandem intermediary Charge, per mou*		N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA		
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)													
TRUNK CHARGE													
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.													
Installation Trunk Side Service - per DS0													
NRC - 1st		TPP++	\$333.69	\$336.43	\$333.28	\$334.09	\$334.94	\$334.11	\$333.54	\$335.14	\$334.29		
NRC - Add'l		TPP++	\$56.91	\$57.38	\$56.84	\$57.12	\$56.98	\$56.98	\$56.88	\$57.16	\$57.01		
INTEROFFICE TRANSPORT													
Common (Shared) Transport													
Common (Shared) Transport per mile per mou		N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004		
Common (Shared) Transport Facilities Termination per mou		N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036		
Interoffice Channel Transport - Dedicated - VG													
Interoffice Transport - Dedicated - 2-wire VG													
2-Wire VG - per mile per month		1L5XF	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.0173		
2-Wire VG - Facility Termination per month		1L5XF	\$18.49	\$26.52	\$17.07	NA	\$19.10	NA	\$18.01	\$21.42	\$18.33		
NRC - 2-wire VG - Facility Termination - 1st		1L5XF	\$107.11	\$81.09	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$55.39		
NRC - 2-wire VG - Facility Termination - Add'l		1L5XF	\$48.27	\$54.83	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37		
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st		1L5XF	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	\$27.96		
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l		1L5XF	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	\$3.51		
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99		
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR		SOMECH	\$3.50	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50		
NRC - Electronic Svc Order, per LSR disconnect		SOMECH	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st		SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l		SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect--1st		SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect--Add'l		SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi													
2-Wire VG - per mile per month		1L5NF	NA	NA	NA	\$0.0301	NA	\$0.0323	NA	NA	NA		
2-Wire VG - Facility Termination per month		1L5NF	NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA		
NRC - 2-wire VG - Facility Termination - 1st		1L5NF	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA		
NRC - 2-wire VG - Facility Termination - Add'l		1L5NF	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA		
NRC - 2-wire VG - Facility Termination - Disconnect Charge -1st		1L5NF	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA		
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l		1L5NF	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA		
NRC - Manual Svc Order, per LSR		SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA		

BELLSOUTH/API RATES  
LOCAL INTERCONNECTION

DESCRIPTION		USOC	RATES BY STATE									
			AL	FL	GA	KY	LA	MS	NC	SC	TN	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG - Incremental Charge- Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG - Incremental Charge- Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
	NRC - 2-wire VG - Incremental Charge- Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA
	NRC - 2-wire VG - Incremental Charge- Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS												
	DS0 - per mile per month	1L5XK	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.1730	
	DS0 - Facility Termination per month	1L5XK	\$17.81	\$19.31	\$16.45	NA	\$18.37	NA	\$17.40	\$20.71	\$17.74	
	NRC - DS0 - Facility Termination - 1st	1L5XK	\$107.11	\$81.11	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$55.39	
	NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	\$48.27	\$54.83	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37	
	NRC - DS0 - Facility Termination - Disconnect Charge - 1st	1L5XK	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	\$27.96	
	NRC - Manual Svc Order, per LSR	SOMAN	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	\$3.51	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
	NRC - DS0 - Incremental Charge- Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
	NRC -DS0 - Incremental Charge- Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
	NRC - DS0 - Incremental Charge- Manual Svc Order-Disconnect-- 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	
	NRC - DS0 -Incremental Charge- Manual Svc Order-Disconnect-- Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi												
	DS0 - per mile per month	1L5NK	NA	NA	NA	\$0.0301	NA	\$0.0323	NA	NA	NA	
	DS0 - Facility Termination per month	1L5NK	NA	NA	NA	\$26.95	NA	\$20.64	NA	NA	NA	
	NRC - DS0 - Facility Termination - 1st	1L5NK	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA	
	NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA	
	NRC - DS0 - Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA	
	NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
	NRC - DS0 -Incremental Charge- Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
	NRC -DS0 - Incremental Charge- Manual Svc Order - Add'l	SOMAN	NA	NA	NA	\$37.21	NA	\$25.52	NA	NA	NA	
	NRC - DS0 -Incremental Charge- Manual Svc Order-Disconnect-- 1st	SOMAN	NA	NA	NA	\$37.21	NA	\$25.52	NA	NA	NA	
	NRC - DS0 -Incremental Charge- Manual Svc Order-Disconnect-- Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	
Interoffice Transport - Dedicated - DS1												
	DS1 - per mile per month	1L5XL	\$0.6920	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	\$0.7598	\$0.3525	
	DS1 -Facility Termination per month	1L5XL	\$79.69	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	\$94.98	\$75.83	
	NRC - DS1-Facility Termination - 1st	1L5XL	\$198.15	\$45.91	\$147.07	NA	\$140.49	NA	\$217.17	\$216.27	\$145.98	
	NRC - DS1 - Facility Termination - Add'l	1L5XL	\$148.18	\$44.18	\$111.75	NA	\$106.69	NA	\$163.75	\$162.70	\$109.85	
	NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	\$25.44	\$30.30	NA	NA	\$20.00	NA	NA	NA	\$19.55	
	NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	1L5XL	\$20.42	\$26.76	NA	NA	\$16.34	NA	NA	NA	\$14.99	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$15.99	

Version 3Q00/09/29/00

BELLSOUTH/PIRATES  
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE										SC	TN
		AL	FL	GA	KY	LA	MS	NC	SC	TN	VA		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOME	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	NA	NA	\$3.50
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$38.07	\$38.07	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$38.07	\$38.07	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA
<b>Interoffice Transport - Dedicated - DS1 - Kentucky &amp; Mississippi</b>													
DS1 - per mile per month	1L5NL	NA	NA	NA	\$0.4500	NA	\$0.6598	NA	NA	NA	NA	NA	NA
DS1 - Facility Termination per month	1L5NL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	\$196.28	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA	NA	NA	\$231.23	NA	\$147.31	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	\$21.61	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOME	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOME	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	NA	NA	NA
<b>Interoffice Transport - Dedicated - DS3</b>													
DS3 - per mile per month	1L5XM	\$4.98	\$4.17	\$2.72	NA	\$14.04	NA	\$12.98	\$8.13	\$5.89	NA	NA	NA
DS3 - Facility Termination per month	1L5XM	\$998.15	\$1,121.93	\$788.00	NA	\$1,101	NA	\$720.38	\$967.70	\$760.20	NA	NA	NA
NRC - DS3 - Facility Termination - 1st	1L5XM	\$511.77	\$567.69	\$511.10	NA	\$611.41	NA	\$794.94	\$606.72	\$625.91	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	\$330.92	\$325.61	\$330.77	NA	\$304.90	NA	\$579.55	\$423.45	\$311.39	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	\$121.72	\$111.56	\$122.31	NA	\$102.16	NA	NA	NA	\$103.36	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	\$118.54	\$108.34	\$119.14	NA	\$99.46	NA	NA	NA	\$100.59	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOME	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOME	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	NA	NA	\$3.50	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.26	\$54.26	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.26	\$54.26	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	NA	NA	NA	NA	NA	NA	NA
<b>Interoffice Transport - Dedicated - DS3 - Kentucky &amp; Mississippi</b>													
DS3 - per mile per month	1L5NM	NA	NA	NA	\$12.62	NA	\$15.02	NA	NA	NA	NA	NA	NA
DS3 - Facility Termination per month	1L5NM	NA	NA	NA	\$1,204	NA	\$744.38	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - 1st	1L5NM	NA	NA	NA	\$946.23	NA	\$686.74	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	\$516.89	NA	\$477.76	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	\$125.56	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	\$118.79	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOME	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/API RATES  
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE										SC	TN
		AL	FL	GA	KY	LA	MS	NC					
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	\$93.12	NA	\$64.97	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	\$93.12	NA	\$64.97	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$27.08	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$27.08	NA	NA	NA	NA	NA	
Local Channel - Dedicated													
Local Channel - Dedicated - 2-Wire VG													
Monthly Recurring per month	TEFV2	\$14.61	\$29.33	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83				
NRC - 2-wire VG - Facility Termination - 1st	TEFV2	\$494.65	\$386.34	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$19.02			
NRC - 2-wire VG - Facility Termination - Add'l	TEFV2	\$84.44	\$66.36	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$199.33			
NRC - 2-wire VG - Facility Termination - Disconnect - 1st	TEFV2	\$77.81	\$67.91	NA	\$11.99	\$53.68	\$77.69	NA	NA	\$24.16			
NRC - 2-wire VG - Facility Termination - Disconnect - Add'l	TEFV2	\$7.63	\$5.92	NA	NA	\$6.60	\$8.95	NA	NA	\$54.81			
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	\$8.95	NA	NA	\$4.80			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99			
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	NA			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA			
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA			
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA			
NRC - 2-wire VG - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA			
Local Channel - Dedicated - 4-Wire VG													
Monthly Recurring per month	TEFV4	\$15.77	\$30.50	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05				
NRC - 4-Wire VG - 1st	TEFV4	\$502.43	\$387.21	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$20.14			
NRC - 4-Wire VG - Add'l	TEFV4	\$86.68	\$67.22	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$201.53			
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	\$78.71	\$68.78	NA	NA	\$54.36	\$78.58	NA	NA	\$24.83			
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	\$8.53	\$6.79	NA	NA	\$7.28	\$9.84	NA	NA	\$55.52			
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	\$9.84	NA	NA	\$5.51			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	NA			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	\$3.50	\$0.42	NA	NA	NA	NA	NA	NA	NA			
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA			
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA			
Local Channel - Dedicated - DS1													
DS1 Monthly Recurring per month	TEFHG	\$35.52	\$43.53	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20				
NRC - DS1 - 1st	TEFHG	\$503.57	\$242.45	\$356.15	\$538.95	\$348.56	\$494.83	\$534.48	\$534.81	\$40.27			
NRC - DS1 - Add'l	TEFHG	\$442.84	\$226.44	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$277.35			
NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$46.28	\$41.13	NA	NA	\$24.15	\$46.85	NA	NA	\$233.26			
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$32.18	\$28.28	NA	NA	\$21.31	\$33.02	NA	NA	\$33.18			
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	\$33.02	NA	NA	\$22.30			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99			
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	NA			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA			
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$86.15	\$87.99	\$3.50			
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$0.00	NA	NA	NA	NA	\$59.58	\$86.15	\$87.99	NA			



BELLSOUTH/IAPI RATES  
LOCAL INTERCONNECTION

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RATES BY STATE											
Local Channel - Dedicated - DS3											
DS3 - Facility Termination per month		TEFHJ	\$541.78	\$570.06	\$550.01	\$697.89	\$696.07	\$533.33	\$498.87	\$498.58	\$633.15
NRC - DS3 - Facility Termination - 1st		TEFHJ	\$640.54	\$903.37	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16
NRC - DS3 - Facility Termination - Add'l		TEFHJ	\$426.28	\$528.05	\$426.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st		TEFHJ	\$121.72	\$221.46	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l		TEFHJ	\$118.54	\$154.90	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		SOMECH	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect		SOMECH	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st		SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l		SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect - 1st		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
CHANNELIZATION											
DS3 Channelization (DS3 to DS1)											
per Channelized System (28 DS1) per month		SATCS	\$188.51	\$220.97	\$188.78	NA	\$182.84	NA	\$243.76	\$234.30	\$185.94
NRC - 1st		SATCS	\$71.76	\$356.40	\$72.50	NA	\$60.96	NA	\$77.90	NA	\$61.01
NRC - Add'l		SATCS	\$52.03	\$188.00	\$59.96	NA	\$50.46	NA	\$63.32	NA	\$50.31
NRC - 1st - Disconnect		SATCS	\$17.22	\$61.64	\$11.02	NA	\$7.55	NA	\$4.61	\$11.99	\$3.91
NRC - Add'l - Disconnect		SATCS	\$12.05	\$58.98	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61
per Interface per month (COC)		SATCO	\$8.69	\$14.40	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03
NRC - 1st		SATCO	NA	\$13.16	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Add'l		SATCO	NA	\$9.43	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR		SOMECH	\$3.50	\$21.56	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		SOMAN	\$15.61	NA	\$14.91	NA	\$19.74	NA	\$28.13	\$25.59	\$21.71
NRC - Electronic Svc Order, per LSR disconnect		SOMAN	\$7.39	NA	\$6.63	NA	\$8.77	NA	\$13.33	\$8.92	\$10.46
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMAN	\$11.67	NA	\$10.82	NA	\$12.43	NA	\$18.26	NA	\$14.21
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l		SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi											
per Channelized System (28 DS1) per month		SATNS	NA	NA	NA	\$236.32	NA	\$247.40	NA	NA	NA
NRC - 1st		SATNS	NA	NA	NA	\$425.41	NA	\$79.94	NA	NA	NA
NRC - Add'l		SATNS	NA	NA	NA	\$303.33	NA	\$65.20	NA	NA	NA
NRC - 1st - Disconnect		SATNS	NA	NA	NA	NA	NA	\$5.58	NA	NA	NA
NRC - Add'l - Disconnect		SATNS	NA	NA	NA	NA	NA	\$15.85	NA	NA	NA
per Interface per month (COC)		SATCO	NA	NA	NA	\$8.52	NA	\$11.35	NA	NA	NA
NRC - 1st		SATCO	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
NRC - Add'l		SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR		SOMAN	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		SOMECH	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect		SOMECH	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMAN	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l		SOMAN	NA	NA	NA	\$41.47	NA	\$16.97	NA	NA	NA
DS1 Channelization (DS1 to DS0)											

Version 3000/09/29/00

BELLSOUTH/API RATES  
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE										
		AL	FL	GA	KY	LA	MS	NC	SC	TN		
per Channelized System (24 DS0) per month	SATC1	\$136.82	\$153.60	\$126.22	NA	\$209.87	NA	\$177.72	\$147.51	\$165.21		
	SATC1	\$197.98	\$182.14	\$198.22	NA	\$193.63	NA	\$267.19	\$220.89	\$197.21		
	NRC - Add'l	\$123.12	\$125.18	\$123.59	NA	\$118.37	NA	\$161.43	\$137.15	\$119.99		
	NRC - 1st - Disconnect	\$30.18	\$19.52	\$31.03	NA	\$26.44	NA	\$34.55	NA	\$25.66		
	NRC - Add'l - Disconnect	\$18.86	\$18.14	\$19.75	NA	\$16.83	NA	\$21.14	NA	\$15.81		
	- Interface (COC)											
	per OCUP-DP(data) card per month (2.4-64kbs)											
	NRC - 1st	\$1.66	\$2.20	\$1.86	NA	\$3.12	NA	\$2.88	\$2.34	\$2.46		
	NRC - Add'l	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61		
	per BRITE card per month	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03		
	NRC - 1st	\$3.41	\$3.83	\$3.71	NA	\$4.18	NA	\$3.76	\$4.21	\$3.33		
	NRC - Add'l	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61		
	per VG card per month (DS0)	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03		
	NRC - 1st	\$0.86	\$1.45	\$1.17	NA	\$1.62	NA	\$1.64	\$1.47	\$1.25		
	NRC - Add'l	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61		
	NRC - Manual Svc Order, per LSR	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03		
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	\$19.99		
	NRC - Electronic Svc Order, per LSR	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA		
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50		
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA		
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	\$15.61	NA	\$14.75	NA	\$19.74	NA	\$28.13	\$25.59		
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	\$7.39	NA	\$6.55	NA	\$8.77	NA	\$13.33	\$8.92		
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$11.67	NA	\$10.70	NA	\$12.43	NA	\$18.26	\$14.21		
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$0.9469	NA	\$0.00	NA	NA	NA	\$1.48	\$1.46		
	DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi											
	per Channelized System (24 DS0) per month	SASTN1	NA	NA	NA	NA	NA	\$146.87	NA	NA	NA	
SASTN1		NA	NA	NA	\$200.01	NA	\$302.82	NA	NA	NA		
NRC - Add'l		NA	NA	NA	NA	NA	\$271.52	NA	NA	NA		
NRC - 1st - Disconnect		NA	NA	NA	\$184.20	NA	\$164.56	NA	NA	NA		
NRC - Add'l - Disconnect		NA	NA	NA	NA	NA	\$36.38	NA	NA	NA		
- Interface (COC)		NA	NA	NA	NA	NA	\$11.98	NA	NA	NA		
per OCUP-DP(data) card per month (2.4-64kbs)												
NRC - 1st		NA	NA	NA	\$2.94	NA	\$2.86	NA	NA	NA		
NRC - Add'l		NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
per BRITE card per month		NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
NRC - 1st		NA	NA	NA	\$4.04	NA	\$3.88	NA	NA	NA		
NRC - Add'l		NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
per VG card per month (DS0)		NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
NRC - 1st		NA	NA	NA	\$1.40	NA	\$1.45	NA	NA	NA		
NRC - Add'l		NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
NRC - Manual Svc Order, per LSR		NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR		SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR disconnect		SOMEC	NA	NA	NA	NA	NA	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st		SOMAN	NA	NA	NA	\$41.47	NA	\$19.74	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l		SOMAN	NA	NA	NA	\$11.99	NA	\$8.77	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l		SOMAN	NA	NA	NA	NA	NA	\$12.43	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA		
Local Interconnection Mid-Span Meet												
Local Channel - Dedicated - DS1												

Version 3/00/09/29/00

Version 3/00/1975/00

BELLSOUTH/API RATES  
LOCAL INTERCONNECTION

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 Monthly Recurring per month		TEFHG	\$14.84	\$17.27	\$15.95	\$17.19	\$19.93	\$16.48	\$16.58	\$15.87	\$17.90
NRC - DS1 - 1st		TEFHG	\$546.69	\$553.19	\$545.80	\$547.16	\$548.70	\$546.77	\$546.22	\$548.72	\$547.48
NRC - DS1 - Disconnect Chg - 1st		TEFHG	\$471.61	\$477.22	\$470.84	\$472.01	\$473.34	\$471.68	\$471.20	\$473.36	\$472.29
NRC - DS1 - Disconnect Chg - Add'l		TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st		SOMAN	\$89.52	90.0705	\$88.87	\$89.09	\$89.34	\$89.03	\$88.94	TBD	TBD
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l		SOMAN	\$89.52	90.0705	88.8666	89.0879	89.3388	89.0255	\$89.34	\$89.34	\$89.14
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect		SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Local Channel - Dedicated - DS3											
DS3 - Facility Termination per month		TEFHJ	\$214.60	\$245.65	\$231.61	\$275.82	\$287.11	\$218.84	\$232.80	\$222.56	\$285.50
NRC - DS3 - Facility Termination - 1st		TEFHJ	\$1,066.46	\$1,079.15	\$1,064.72	\$1,067.37	\$1,070.38	\$1,066.63	\$1,065.55	\$1,070.42	\$1,068.00
NRC - DS3 - Facility Termination - Add'l		TEFHJ	\$670.88	678.85.98	\$669.79	\$671.45	\$673.34	\$670.98	\$670.31	\$673.37	\$671.85
NRC - DS1 - Disconnect Chg - 1st		TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS1 - Disconnect Chg - Add'l		TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS3 -Incremental Charge-Manual Svc Order - 1st		SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l		SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect		SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NOTES:											
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.											

## **Attachment 4**

### **Physical Collocation**

## BELLSOUTH PHYSICAL COLLOCATION

### 1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when API is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy. BellSouth shall offer to API collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows API to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by API and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.1 In all states other than Florida, the size specified by API may contemplate a request for space sufficient to accommodate API's growth within a two-year period.

1.2.2 In the state of Florida, the size specified by API may contemplate a request for space sufficient to accommodate API's growth within an eighteen (18) month period.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. API will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. API shall use the Collocation Space for the purposes of installing, maintaining and operating API's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, API may, at its option, place API-owned fiber entrance facilities to the Collocation Space. The Collocation

Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. API agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2. Space Notification**

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit API to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.

2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.

- 2.2 **Reporting.** Upon request from API, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from API for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify API and inform API of the time frame under which it can respond.
- 2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify API and inform API of the time frame under which it can respond.
- 2.3 **Denial of Application.** After notifying API that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow API, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 2.3.1 **Denial of Application.** In Mississippi, after notifying API that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow API, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.
- 2.4 **Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit API to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. API must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that API wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If API does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove API from the waiting list. Upon request, BellSouth will advise API as to its position on the list.
- 2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to API that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals



shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

### **3. Collocation Options**

**3.1** Cageless. BellSouth shall allow API to collocate API's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow API to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where API's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, API must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

**3.2** Cages. BellSouth shall construct enclosures in compliance with API's collocation request. At API's request, BellSouth shall permit API to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

**3.3** When API subcontracts the construction, API must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at API's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, API and API's BellSouth Certified Contractor must comply with the more stringent local building code requirements. API's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with API and provide, at API's expense, the documentation, including architectural drawings, necessary for API to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to API the costs of providing the documentation. The BellSouth Certified Contractor shall bill API directly for all work performed for API pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. API must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access API's locked enclosure prior to notifying API.

- 3.3.1 BellSouth may elect to review API's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. API shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews API's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review API's plans and specifications prior to construction, API will be entitled to request BellSouth to review; and in the event API does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require API to remove or correct within seven (7) calendar days at API's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.4 Shared (Subleased) Caged Collocation. API may allow other telecommunications carriers to share API's caged collocation arrangement pursuant to terms and conditions agreed to by API ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. API shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by API that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and API.
- 3.4.1 API, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, API shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.4.2 API shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of API's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by API and in conformance with BellSouth's design and construction specifications. Further, API shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should API elect such option, API must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, API and API's BellSouth Certified Contractor must comply with the more stringent local building code requirements. API's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. API's BellSouth Certified Contractor shall bill API directly for all work performed for API pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. API must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access API's locked enclosure prior to notifying API.
- 3.5.2 API must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review API's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews API's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review API's plans and specifications prior to construction, API will be entitled to request BellSouth to review; and in the event API does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require API to remove or correct within seven (7) calendar days at API's expense any structure that does not

meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 API shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At API's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. API's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

#### 4. **Occupancy**

4.1 Commencement Date. The "Commencement Date" shall be the day API's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify API in writing that the Collocation Space is ready for occupancy. API must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, API's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 API may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, API at its expense shall remove its equipment and other property from the Collocation Space. API shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of API's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. API shall continue payment of monthly fees to BellSouth until such date as API has fully vacated the Collocation Space. Should API or API's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of API or API's Guest at API's

expense and with no liability for damage or injury to API or API's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of API's right to occupy Collocation Space, API shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by API except for ordinary wear and tear, unless otherwise agreed to by the Parties. API shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Collocation Space**

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on API's failure to comply with this section.

5.1.2 API shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that API submits an application for terminations that exceed the total capacity of the collocated equipment, API will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 API shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 API shall place a plaque or other identification affixed to API's equipment necessary to identify API's equipment, including a list of emergency contacts with telephone numbers.

- 5.2 Entrance Facilities. API may elect to place API-owned or API-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. API will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. API will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to API's equipment in the Collocation Space. In the event API utilizes a non-metallic, riser-type entrance facility, a splice will not be required. API must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. API is responsible for maintenance of the entrance facilities. At API's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide API with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to API's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. API may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another API collocation arrangement within the same BellSouth Premises. API must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to API-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between API's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. API shall be responsible for providing, and a supplier certified by BellSouth ("API's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. API or its agent must perform all required maintenance to

equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At API's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. API must make arrangements with a BellSouth Certified Supplier for such placement.

5.4 API's Equipment and Facilities. API, or if required by this Attachment, API's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by API which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. API and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to API at least 48 hours before access to the Collocation Space is required. API may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that API will not bear any of the expense associated with this work.

5.6 Access. Pursuant to Section 11, API shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. API agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of API or API's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by API and returned to BellSouth Access Management within 15 calendar days of API's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. API agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of API employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with API or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.6.1 Lost or Stolen Access Keys. API shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), API shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.7 **Interference or Impairment.** Notwithstanding any other provisions of this Attachment, API shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of API violates the provisions of this paragraph, BellSouth shall give written notice to API, which notice shall direct API to cure the violation within forty-eight (48) hours of API's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if API fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to API's equipment. BellSouth will endeavor, but is not required, to provide notice to API prior to taking such action and shall have no liability to API for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and API fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to API or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, API shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.



- 5.8 **Personalty and its Removal.** Facilities and equipment placed by API in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by API at any time. Any damage caused to the Collocation Space by API's employees, agents or representatives during the removal of such property shall be promptly repaired by API at its expense.
- 5.9 **Alterations.** In no case shall API or any person acting on behalf of API make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by API. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.
- 5.10 **Janitorial Service.** API shall be responsible for the general upkeep of the Collocation Space. API shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## **6. Ordering and Preparation of Collocation Space**

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to API that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 **Application for Space.** API shall submit an application document when API or API's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 **Initial Application.** For API or API's Guest(s) initial equipment placement, API shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in API's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 **Subsequent Application.** In the event API or API's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), API shall complete an Application detailing all information regarding the modification to the Collocation Space

("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by API in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by API for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to API. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by API within 30 calendar days following API's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit API a reasonable opportunity to correct each deficiency. API must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If API fails to resubmit its Application as Bona Fide within this ten (10) day period, API will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide

Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable API to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When API submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require API to submit the Application with an Application Fee.
- 6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or

necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to API's original application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to API's original Application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to CLEC's original Application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to CLEC's original Application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

- 6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to CLEC's original application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the application with an Application Fee.
- 6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, API shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when API has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to API's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case API must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If API fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If API fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.
- 6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. API shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when API has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to API's Bona Fide Application or the Application will expire.

- 6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). API shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when API has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to API's Bona Fide Application or the Application will expire.
- 6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of API's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.5.4 BellSouth will permit one accompanied site visit to API's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to API.
- 6.5.5 API must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date API desires access to the Collocation Space. API may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event API desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit API to access the Collocation Space, accompanied by a security escort at API's expense. API must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.6
- 6.6.1 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.6.2 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and API cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.6.3 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.
- 6.6.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.



- 6.6.5 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.
- 6.6.6 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.
- 6.6.7 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.
- 6.7 Joint Planning. Joint planning between BellSouth and API will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and

affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to API during joint planning.

- 6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. API will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by API. BellSouth will correct any deviations to API's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.10 Use of BellSouth Certified Supplier. API shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. API and API's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, API must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide API with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing API's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and API upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill API directly for all work performed for API pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying API or any supplier proposed by API. All work performed by or for API shall conform to generally accepted industry guidelines and standards.
- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. API shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service API's Collocation Space. Upon request, BellSouth will provide API with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by API. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of API, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, API may relocate

its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by API, such information will be provided to API in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to API within 180 calendar days of BellSouth's written denial of API's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) API was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then API may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. API must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 6.14 Cancellation. If, at anytime prior to space acceptance, API cancels its order for the Collocation Space(s), API will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. API will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.15 Licenses. API, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

## 7. Rates and Charges

- 7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by API's current billing cycle and is non-refundable.
- 7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. API shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the

Collocation Space for occupancy or on the date API first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event API opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to API as prescribed in Section 7.7.

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. API shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date API first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event API opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to API as prescribed in Section 7.7

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event API opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to API as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by API on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date API first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event API opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to API as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

- 7.7 **Floor Space.** The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, API shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, API shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event API's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, API shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date API first occupies the Collocation Space, whichever is sooner.
- 7.8 **Power.** BellSouth shall make available -48 Volt (-48V) DC power for API's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at API's option within the Premises.
- 7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to API's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by API's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by API's BellSouth Certified power Supplier. API is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to API's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by API must provide BellSouth a copy of the engineering power specification prior to the day on which API's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and API's arrangement area. API shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within API's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. API shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

- 7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, API has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of API's dedicated power plant results in construction of a new power plant room, upon termination of API's right to occupy collocation space at such site, API shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 7.8.3 If API elects to install its own DC Power Plant, BellSouth shall provide AC power to feed API's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by API's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. API's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At API's option, API may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.9 Security Escort. A security escort will be required whenever API or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and API shall pay for such half-hour charges in the event API fails to show up.
- 7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, API shall pay the difference to BellSouth. If the

Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to API. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

- 7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by API's current billing cycle. API will pay a late payment charge as specified in the current State Tariff.

## 8. Insurance

- 8.1 API shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 API shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of API's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 API may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to API to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by API shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in

effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all API's property has been removed from BellSouth's Premises, whichever period is longer. If API fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from API.

- 8.5 API shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. API shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from API's insurance company. API shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 8.6 API must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 8.7 Self-Insurance. If API's net worth exceeds five hundred million dollars (\$500,000,000), API may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. API shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to API in the event that self-insurance status is not granted to API. If BellSouth approves API for self-insurance, API shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of API's corporate officers. The ability to self-insure shall continue so long as the API meets all of the requirements of this Section. If the API subsequently no longer satisfies this Section, API is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to API to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.



**9. Mechanics Liens**

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or API), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**10. Inspections**

- 10.1 BellSouth may conduct an inspection of API's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between API's equipment and equipment of BellSouth. BellSouth may conduct an inspection if API adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide API with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**11. Security and Safety Requirements**

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceeding, or authorized agents of API will be permitted in the BellSouth Premises. API shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the API name. BellSouth reserves the right to remove from its premises any employee of API not possessing identification issued by API or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. API shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. API shall be solely responsible for ensuring that any Guest of API is in compliance with all subsections of this Section 11.

- 11.1.1 API will be required, at its own expense, to conduct a statewide investigation of criminal history records for each API employee being considered for work on the BellSouth Premises, for the states/counties where the API employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. API shall not be required to perform this investigation if an affiliated company of API has performed an investigation of the API employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if API has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the API employee seeking access, for the states/counties where the API employee has worked and lived for the past five years.
- 11.1.2 API will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 API shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. API shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any API personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that API chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, API may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 API shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 API shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each API employee requiring access to a BellSouth Premises pursuant to this Attachment, API shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, API will disclose the nature of the convictions to BellSouth at that time. In the alternative, API may certify

to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 11.1.7 At BellSouth's request, API shall promptly remove from BellSouth's Premises any employee of API BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of API is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BellSouth reserves the right to interview API's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to API's Security contact of such interview. API and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving API's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill API for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that API's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill API for BellSouth property which is stolen or damaged where an investigation determines the culpability of API's employees, agents, or contractors and where API agrees, in good faith, with the results of such investigation. API shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. API shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**12. Destruction of Collocation Space**

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for API's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for API's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to API, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. API may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If API's acceleration of the project increases the cost of the project, then those additional charges will be incurred by API. Where allowed and where practical, API may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, API shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for API's permitted use, until such Collocation Space is fully repaired and restored and API's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where API has placed an Adjacent Arrangement pursuant to Section 3.5, API shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**13. Eminent Domain**

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and API shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and

void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**14. . Nonexclusivity**

14.1 API understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELLSOUTH/API RATES – ALABAMA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.24 \$3.01 \$102.16	\$1,211.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$178.65 \$17.52	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.00 \$5.63 \$11.26 \$16.89 \$38.99	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.031 \$0.062 \$1.28 \$16.27 \$3.23 \$5.73	First/Add'l \$33.68/\$31.79 \$33.63/\$31.67 \$52.93/\$39.87 \$51.99/\$38.59 \$52.00/\$38.60 \$64.54/\$51.14

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per central office	\$52.27	
PE1A1	New Access Card Activation*	Per card	\$0.059	\$55.57
PE1AA	Administrative change, existing card*	Per card		\$15.58
PE1AR	Replace lost or stolen card*	Per card		\$45.56
PE1AK	Initial Key	Per key	NA	\$26.19
PE1AL	Replace lost or stolen key	Per key	NA	\$26.19
PE1SR	Space Availability Report*	Per premises requested		\$2,150.00
	POT Bay Arrangements Prior to 6/1/99	Per cross connect		
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/Subsequent
PE1CR	Cable Records	Per request	NA	\$1708/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.51/\$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.53/\$29.53
PE1CB	Fiber Cable	Per cable record	NA	\$278.95/\$278.95

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$33.85/\$21.45
PE1OT	Overtime		NA	\$44.09/\$27.71
PE1PT	Premium Time		NA	\$54.33/\$33.96

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.



**EXHIBIT A: BELLSOUTH/API RATES – FLORIDA  
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing Central Office Modifications Common Systems Modifications – Cageless Common Systems Modifications – Caged	Per sq. ft. Per sq. ft. Per cage	\$2.58 \$2.96 \$100.66	\$1,211.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Wire Cage Wire Cage	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$205.93 \$20.20	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase 240V AC Power single phase 120V AC Power three phase 277 AC Power three phase	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.86 \$5.62 \$11.26 \$16.88 \$38.98	NA - - - -
	Cross Connects			First/Add'l
	2-wire	Per cross connect	\$0.074	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.148	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$89.48	
PE1A1	Security System			
PE1AA	New Access Card Activation	Per card	\$0.06	\$56.03
PE1AR	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 1)		NA	NA
	Cable Records <sup>2</sup>			<b>Note 3</b>
PE1CR	Cable Records	Per request	NA	initial/subsequent
PE1CD	VG/DS0 Cable	Per cable record	NA	\$1709/\$1166
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$923.86/\$923.86
PE1C1	DS1	Per T1TIE	NA	\$18.03/\$18.03
PE1C3	DS3	Per T3TIE	NA	\$8.44/\$8.44
PE1CB	Fiber Cable	Per cable record	NA	\$29.54/\$29.54
				\$279.05/\$279.05
PE1BQ	Security Escort	Per ¼ hour		
PE1OQ	Basic Time		NA	\$10.89
PE1PQ	Overtime		NA	\$13.64
	Premium Time		NA	\$16.40

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for API to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- (3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELL SOUTH/API RATES – GEORGIA  
PHYSICAL COLLOCATION**

**Rates marked with an asterisk (\*) are interim and subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$187.36	NA
PE1C	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.38	NA
W	Welded Wire-mesh			
PE1PJ	Floor Space Zone A	Per sq. ft.	\$4.47	NA
PE1PK	Zone B	Per sq. ft.	\$4.47	NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$5.00	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.52	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.05	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.58	-
	277 AC Power three phase*	Per breaker amp	\$38.27	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.030	\$33.76/\$31.86
PE1P1	4-wire		\$0.061	\$33.77/\$31.80
PE1P3	DS-1		\$1.13	\$53.05/\$39.99
PE1F2	DS-3		\$14.43	\$52.14/\$38.71
PE1F4	2-fiber		\$2.86	\$52.14/\$38.72
	4-fiber		\$5.08	\$64.74/\$51.31

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$40.00	
PE1A1	New Access Card Activation*	Per card	\$0.058	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card*	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148.00
PE1PE	POT Bay Arrangements Prior to 6/1/99 2-Wire Cross-Connect	Per cross-connect	\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1CR	Cable Records <sup>1</sup>			<b>Note 2</b>
PE1CD	Cable Records	Per request	NA	Initial/subsequent
PE1CO	VG/DS0 Cable	Per cable record	NA	\$1706/\$1164
PE1C1	VG/DS0 Cable	Per each 100 pair	NA	\$922.38/\$922.38
PE1C3	DS1	Per T1TIE	NA	\$18.00/\$18.00
PE1CB	DS3	Per T3TIE	NA	\$8.43/\$8.43
PE1BT	Fiber Cable	Per cable record	NA	\$29.49/\$29.49
PE1OT				\$278.61/\$278.61
PE1PT	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.81/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELL SOUTH/API RATES – KENTUCKY  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.38 \$3.30 \$112.11	\$1,202.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$189.85 \$18.62	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.77 \$5.58 \$11.16 \$16.74 \$38.65	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.037 \$0.075 \$1.51 \$19.15 \$3.80 \$6.75	First/Add'l \$33.67/\$31.78 \$33.66/\$31.70 \$52.97/\$39.90 \$52.04/\$38.62 \$52.04/\$38.63 \$64.59/\$51.18

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$0.059	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card		\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.86/\$21.46
PE1OT	Overtime		NA	\$44.10/\$27.72
PE1PT	Premium Time		NA	\$54.35/\$33.97
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.83/\$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/API RATES – LOUISIANA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.60 \$3.15 \$105.87	\$1,200.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh.	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$207.06 \$20.31	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.20 \$5.66 \$11.34 \$17.00 \$39.26	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3	Cross Connects 2-wire 4-wire DS-1 DS-3	Per cross connect	\$0.036 \$0.073 \$1.20 \$15.26	First/Add'l \$33.61/\$31.76 \$33.53/\$31.58 \$52.80/\$39.76 \$51.86/\$38.49

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber	Per cross connect	\$3.03 \$5.38	First/Add'l \$51.86/\$38.49 \$64.36/\$50.99
PE1AX	Security Access System Security System*	Per premises	\$60.60	
PE1A1 PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card	\$0.060	\$55.51 \$15.57
PE1AR	Replace lost or stolen card	Per card		\$45.51
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.16 \$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements Prior to 6/1/99 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross-connect	\$0.0776 \$0.1552 \$0.6406 \$4.75 \$47.44 \$63.97	NA NA NA NA NA NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records <sup>1</sup>  Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	<b>Note 2</b> Initial/subsequent \$1706/\$1165 \$922.51/\$922.51 \$18.00/\$18.00 \$8.43/\$8.43 \$29.49/\$29.49 \$278.65/\$278.65



LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.97/\$21.53
PE1OT	Overtime		NA	\$44.25/\$27.81
PE1PT	Premium Time		NA	\$54.53/\$34.09

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/API RATES – MISSISSIPPI  
PHYSICAL COLLOCATION**

**Rates marked with an asterisk (\*) are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.61 \$2.88 \$97.85	\$1,200.00
PE1BW PE1C W	Space Enclosure(100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$208.30 \$20.43	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.53	
PE1BD	Cable Installation	Per cable	NA	\$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.90	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.96 \$5.61 \$11.23 \$16.84 \$38.89	NA - - - -
PE1P2 PE1P4	Cross Connects 2-wire 4-wire	Per cross connect	\$0.038 \$0.076	First/Add'l \$33.65/\$31.77 \$33.46/\$31.52

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects (continued) DS-1 DS-3 2-fiber 4-fiber	Per cross connect	 \$1.30 \$16.55 \$3.28 \$5.83	First/Add'l \$52.73/\$39.70 \$51.78/\$38.43 \$51.78/\$38.43 \$64.27/\$50.91
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises Per card Per card Per card	 \$85.54 \$ .061  	  \$55.50 \$15.56 \$45.50
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	 NA NA	 \$26.16 \$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements Prior to 6/1/99 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross-connect	 \$0.1195 \$0.2389 \$0.9862 \$5.81 \$38.79 \$52.31	 NA NA NA NA NA NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records <sup>1</sup>  Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	  Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	  NA NA NA NA NA NA	<b>Note 2</b>  Initial/subsequent \$1706/1164 \$922.28/\$922.28 \$18.00/\$18.00 \$8.42/\$8.42 \$29.49/\$29.49 \$278.58/\$278.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.80/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/API RATES – NORTH CAROLINA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1C	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
W	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$6.65	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.01	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.51	-
	277 AC Power three phase*	Per breaker amp	\$38.12	-
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire*		\$0.32	\$41.78/\$39.23
PE1P1	4-wire*		\$0.64	\$41.91/\$39.25
PE1P3	DS-1*		\$2.34	\$71.02/\$51.08
PE1F2	DS-3*		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$2.94	\$51.97/\$38.59
	4-fiber		\$5.62	\$64.53/\$51.15

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$41.03	
PE1A1	New Access Card Activation*	Per card	\$0.62	\$55.30
PE1AA	Administrative change, existing card*	Per card		\$15.51
PE1AR	Replace lost or stolen card	Per card		\$45.34
PE1AK	Initial Key	Per key	NA	\$26.18
PE1AL	Replace lost or stolen key	Per key	NA	\$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$45.30	NA
PE1B4	4 Fiber Cross-Connect		\$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
	Cable Records <sup>1</sup>			<b>Note 2</b>
PE1CR	Cable Records	Per request	NA	Initial/subsequent \$1707/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.08/\$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.51/\$29.51
PE1CB	Fiber Cable	Per cable record	NA	\$278.82/\$278.82

**EXHIBIT A: BELLSOUTH/API RATES – NORTH CAROLINA  
PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/API RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.75 \$3.24 \$110.17	\$1,204.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$219.19 \$21.50	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.19 \$5.67 \$11.36 \$17.03 \$39.33	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.034 \$0.068 \$1.12 \$14.21 \$2.82 \$5.01	First/Add'l \$33.75/\$31.86 \$33.71/\$31.75 \$53.05/\$39.96 \$52.11/\$38.68 \$52.11/\$38.69 \$64.69/\$51.26



SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$74.12	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.70
PE1AA	Administrative change, existing card*	Per card		\$15.62
PE1AR	Replace lost or stolen card	Per card		\$45.66
PE1AK	Initial Key	Per key	NA	\$26.25
PE1AL	Replace lost or stolen key	Per key	NA	\$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.92/\$21.50
PE1OT	Overtime		NA	\$44.19/\$27.77
PE1PT	Premium Time		NA	\$54.45/\$34.04
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1712/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.57/\$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.06/\$18.06
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.59/\$29.59
PE1CB	Fiber Cable	Per cable record	NA	\$279.57/\$279.57

**EXHIBIT A: BELLSOUTH/API RATES – SOUTH CAROLINA**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/API RATES – TENNESSEE  
PHYSICAL COLLOCATION**

\* Rates are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.74 \$2.95 \$100.14	\$1,204.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$218.53 \$21.44	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.87 \$5.60 \$11.22 \$16.82 \$38.84	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.033 \$0.066 \$1.51 \$19.26 \$3.82 \$6.79	First/Add'l \$33.82/\$31.92 \$33.94/\$31.95 \$53.27/\$40.16 \$52.37/\$38.89 \$52.37/\$38.89 \$65.03/\$51.55

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$55.99	
PE1A1	Security System			
PE1AA	New Access Card Activation	Per card	\$0.059	\$55.67
	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

## **ENVIRONMENTAL AND SAFETY PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### **1. GENERAL PRINCIPLES**

- 1.1 Compliance with Applicable Law. BellSouth and API agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and API shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. API should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for API to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. API will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the API space with proper notification. BellSouth reserves the right to stop any API work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by API are owned by API. API will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by API or different hazardous materials used

by API at BellSouth Facility. API must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by API to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and API will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and API will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, API must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and API shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, API agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. API further agrees to cooperate with BellSouth to ensure that API's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by API, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material	Compliance with all applicable local, state, & federal laws and	• Std T&C 450

(e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Emergency response	<p>Hazmat/waste release/spill</p> <p>firesafety emergency</p>	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Premises)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B</li> <li>• (Contact E/S for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and</p>	<ul style="list-style-type: none"> <li>• P&amp;SM Manager - Procurement</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> </ul>

	equipment	<ul style="list-style-type: none"> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul>

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

### 4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures



NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

**Remote Site Physical Collocation**

**BELLSOUTH**  
**REMOTE SITE PHYSICAL COLLOCATION**

**1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when API is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.

- 1.2 Right to occupy. BellSouth shall offer to API Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to API a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by API and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.

- 1.2.1 In all states other than Florida, the size specified by API may contemplate a request for space sufficient to accommodate API's growth within a two year period. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

- 1.2.2 In the state of Florida, the size specified by API may contemplate a request for space sufficient to accommodate API's growth within an eighteen (18) month period.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies API that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon API's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for API. API agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for API. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for API as above, API shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with API in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. API will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. API shall use the Remote Collocation Space for the purposes of installing, maintaining and operating API's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. API agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

**2. Space Notification**

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit API to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify API of the amount that is available.
- 2.2 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.
- 2.2.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. If the amount of space requested is not available, BellSouth will notify API of the amount that is available.
- 2.2.2 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.
- 2.2.3 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify API of the amount of space that is available.
- 2.3 Reporting. Upon request from API, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and

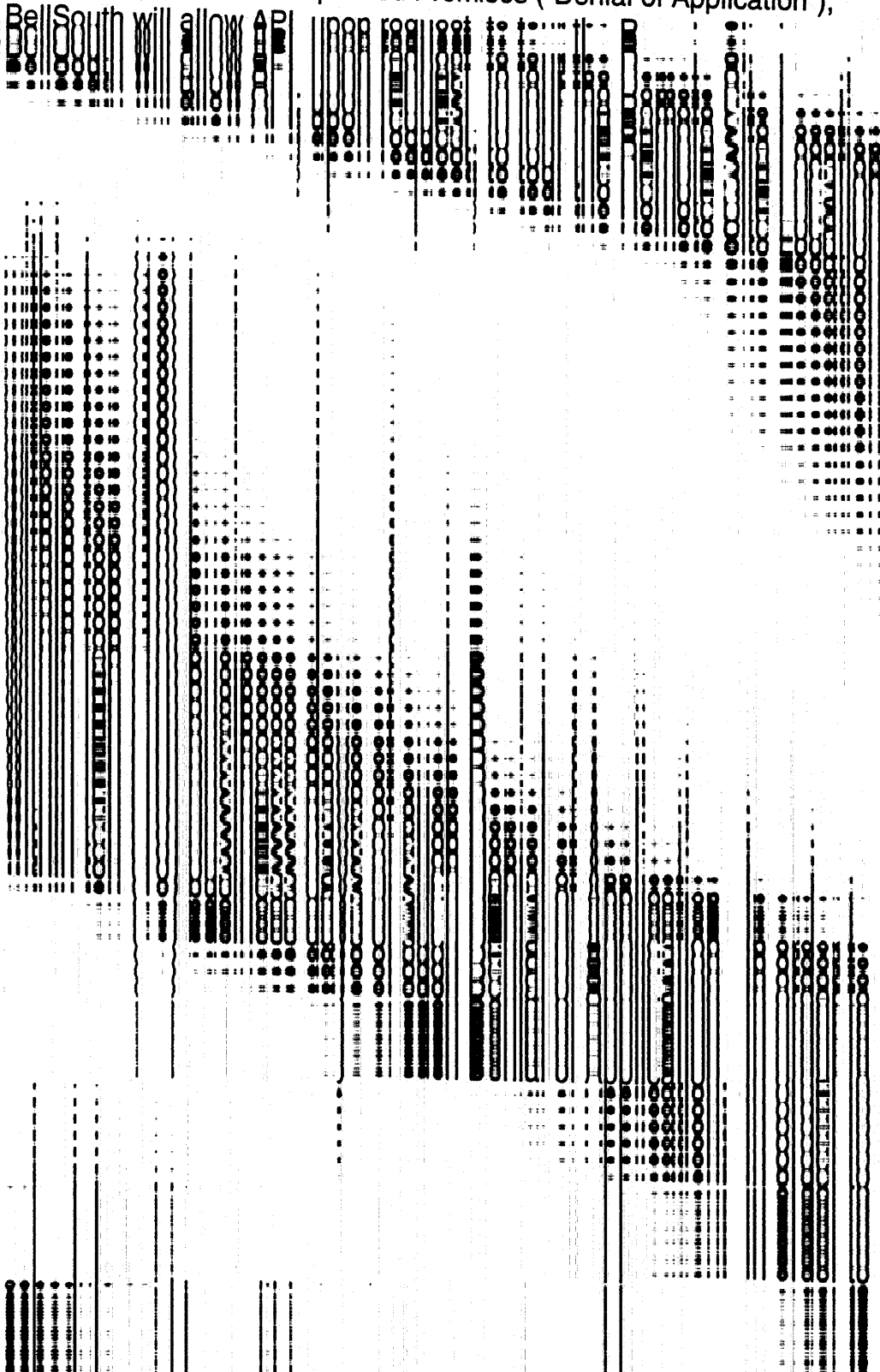
the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.3.1 The request from API for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If API is unable to obtain the CLLI code, from for example a site visit to the remote site, API may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, API should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. API should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.3.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify API and inform API of the time frame under which it can respond.
- 2.3.3 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify API and inform API of the time frame under which it can respond.
- 2.4 Denial of Application. After notifying API that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow API, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be

received by BellSouth within five (5) calendar days of the Denial of Application.

2.4.1

Denial of Application. In Mississippi, after notifying API that BellSouth has no available space in the requested Premises ("Denial of Application"),



received by BellSouth within five (5) calendar days of the Denial of Application.

- 2.4.1 Denial of Application. In Mississippi, after notifying API that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow API, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application.
- 2.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit API to inspect any plans or diagrams that BellSouth provides to the Commission.
- 2.6 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. API must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) or notify BellSouth in writing that API wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If API does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove API from the waiting list. Upon request, BellSouth will advise API as to its position on the list.
- 2.6.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space



becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.6.

2.8 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to API, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

### 3. **Collocation Options**

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow API to collocate API's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow API to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, API must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at API's option, API may enclose its equipment.

- 3.3 Shared (Subleased) Collocation. API may allow other telecommunications carriers to share API's Remote Site collocation arrangement pursuant to terms and conditions agreed to by API ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. API shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by API that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and API.
- 3.3.1 API shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In all states other than Florida, and in addition to the foregoing, API shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 API shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of API's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent

Arrangement shall be constructed or procured by API and in conformance with BellSouth's design and construction specifications. Further, API shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.2 Should API elect such an option, API must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, API and API's BellSouth Certified Contractor must comply with local building code requirements. API's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. API's BellSouth Certified Contractor shall bill API directly for all work performed for API pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. API must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access API's locked enclosure prior to notifying API.
- 3.4.3 BellSouth maintains the right to review API's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require API, at API's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.4 API shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At API's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical

collocation arrangement. API's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

**4. Occupancy**

- 4.1 Commencement Date. The "Commencement Date" shall be the day API's equipment becomes operational as described in Article 4.2, following.

- 4.2 Occupancy. BellSouth will notify API in writing that the Remote Collocation Space is ready for occupancy. API must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, API's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination. Except where otherwise agreed to by the Parties, API may terminate occupancy in a particular Remote Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, API at its expense shall remove its equipment and other property from the Remote Collocation Space. API shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of API's Guests; provided, however, that API shall continue payment of monthly fees to BellSouth until such date as API has fully vacated the Remote Collocation Space. Should API or API's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of API or API's Guest at API's expense and with no liability for damage or injury to API or API's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, API shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the API except for ordinary wear and tear unless otherwise agreed to by the Parties. API shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

- 5. Use of Remote Collocation Space**
- 5.1 Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1** Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. . Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on API's failure to comply with this section.
- 5.1.2** API shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3** API shall place a plaque or other identification affixed to API's equipment necessary to identify API's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4** All API equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities.** API may elect to place API-owned or API-leased entrance facilities into the Remote Collocation Space from API's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. API will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. API must contact BellSouth for instructions prior to placing the

BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), API shall pay for all reasonable costs associated with the re-keying.

## 5.8

Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of API violates the provisions of this paragraph, BellSouth shall give written notice to API, which notice shall direct API to cure the violation within forty-eight (48) hours of API's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if API fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to API's equipment. BellSouth will endeavor, but is not required, to provide notice to API prior to taking such action and shall have no liability to API for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and API fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to API or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice

band services, API shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.9 Presence of Facilities. Facilities and equipment placed by API in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by API at any time. Any damage caused to the Remote Collocation Space by API's employees, agents or representatives shall be promptly repaired by API at its expense.
- 5.10 Alterations. In no case shall API or any person acting on behalf of API make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by API. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.
- 5.11 Upkeep of Remote Collocation Space. API shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. API shall be responsible for removing any API debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
6. **Ordering and Preparation of Remote Collocation Space**
- 6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to API, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.
- 6.2 Application for Space. API shall submit a Remote Site Collocation Application when API or API's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

- 6.3 Initial Application. For API or API's Guest(s) equipment placement, API shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in API's Remote Collocation Space(s) in addition to the CLLI code applicable to that location. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.3.1.
- 6.4 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of the Application Fee will be due as dictated by API's current billing cycle and is non-refundable.
- 6.5 Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit API a reasonable opportunity to correct each deficiency. API must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If API fails to resubmit its Application as Bona Fide within this ten (10) day period, API will lose its place in the collocation queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space.
- 6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide



Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.5.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Remote Site Location. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable API to place a Firm Order. When API submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.5.3 Application Response (Georgia). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.5.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Remote Site Location in accordance with Section 2. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.5.5 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been

determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.5.6 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.6 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth shall charge API a Subsequent Application Fee. Major changes, such as requesting additional space or adding equipment may require API to submit the Application with an Application Fee.

6.6.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply. If a modification or revision is made to any

information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to API's original application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.6.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to CLEC's original , then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.6.3 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to CLEC's original Application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.6.4 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or

the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to CLEC's original Application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.6.5 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of API or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate API's Bona Fide Application as a result of changes requested by API to API's original Application, then BellSouth will charge API a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require API to resubmit the Application with an Application Fee.

6.7 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, API shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Bona Fide Firm Order to BellSouth. A Firm Order shall be considered Bona Fide when API has completed the Application/Inquiry process described in Section 6.3, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to API's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2, in which case API must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the

Bona Fide Application. If API fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If API fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of an Application Response, the Application will expire.

- 6.7.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. API shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when API has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to API's Bona Fide Application or the Application will expire.
- 6.7.2 Bona Fide Firm Order (Kentucky & Mississippi). API shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when API has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to API's Bona Fide Application or the Application will expire.
- 6.7.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of API's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.8 BellSouth will permit one accompanied site visit to API's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to API.

- 6.9 API must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date API desires access to the Remote Collocation Space. API may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event API desires access to the Collocation Space after submitting such a request but prior to Access being approved, BellSouth shall permit API to access the Collocation Space, accompanied by a security escort at API's expense. API must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.10 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for Remote Site collocation arrangements within a maximum of 90 calendar days from receipt of an Application, or as agreed to by both parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.
- 6.10.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and API cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.10.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar

days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.

6.10.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.

6.10.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete

construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.

- 6.10.5 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.
- 6.10.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with API or seek a waiver from this interval from the Commission.
- 6.11 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or



additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide API with the estimated completion date in its Response.

- 6.12 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.13 Acceptance Walk Through. Upon request, API will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Remote Collocation Space requested from BellSouth by API. BellSouth will correct any deviations to API's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.14 Use of BellSouth Certified Supplier. API shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide API with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing API's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and API upon successful completion of installation. The BellSouth Certified Supplier shall bill API directly for all work performed for API pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying API or any supplier proposed by API. All work performed by or for API shall conform to generally accepted industry guidelines and standards.
- 6.15 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. API shall be responsible for placement, monitoring and removal of alarms used to service API's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 6.16 Basic Telephone Service. Upon request of API, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

- 6.17 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, API may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and API may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, API may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by API, such information will be provided to API in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to API within 180 calendar days of BellSouth's written denial of API's request for physical collocation, and (ii) API was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then API may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. API must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 6.18 Cancellation. If, at anytime prior to space acceptance, API cancels its order for the Remote Collocation Space(s), API will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. API will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.19 Licenses. API, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

- 6.20 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 7. Rates and Charges**
- 7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by API's current billing cycle.
- 7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power API's equipment. API shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 7.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for API's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at API's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for API's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by API's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. API's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At API's option, API may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4 Security Escort. A security escort will be required whenever API or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security

Training requirements and/or prior to Space Acceptance. The parties agree that a security escort will not be required for remote site collocation.

However, if one is needed, the parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, API shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to API. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by API's current billing cycle. API will pay a late payment charge as specified in the current State Tariff.

## 8. **Insurance**

8.1 Maintain Insurance. API shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 Coverage. API shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars

(\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of API's real and personal property situated on or within BellSouth's Remote Site Location.
- 8.2.4 API may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to API to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by API shall be deemed to be primary. All policies purchased by API shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all API's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If API fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from API.
- 8.5 Submit certificates of insurance. API shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. API shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from API's insurance company. API shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
675 W. Peachtree Street

Rm. 17H53  
Atlanta, Georgia 30375

- 8.6 Conformance to recommendations made by BellSouth's fire insurance company. API must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If API's net worth exceeds five hundred million dollars (\$500,000,000), API may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. API shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to API in the event that self-insurance status is not granted to API. If BellSouth approves API for self-insurance, API shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of API's corporate officers. The ability to self-insure shall continue so long as API meets all of the requirements of this Section. If API subsequently no longer satisfies this Section, API is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to API to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**9. Mechanics Liens**

- 9.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or API), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be

placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **10. Inspections**

- 10.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of API's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between API's equipment and equipment of BellSouth. BellSouth may conduct an inspection if API adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide API with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **11. Security and Safety Requirements**

- 11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, proceeding, or authorized agents of API will be permitted in the BellSouth Remote Site Location. API shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the API name. BellSouth reserves the right to remove from its Remote Site Location any employee of API not possessing identification issued by API or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. API shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. API shall be solely responsible for ensuring that any Guest of API is in compliance with all subsections of this Section 11.

- 11.1.1 API will be required, at its own expense, to conduct a statewide investigation of criminal history records for each API employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the API employee has worked and lived for the past five years. Where state law

business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for API's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to API, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. API may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If API's acceleration of the project increases the cost of the project, then those additional charges will be incurred by API. Where allowed and where practical, API may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, API shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for API's permitted use, until such Remote Collocation Space is fully repaired and restored and API's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where API has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, API shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

### **13. Eminent Domain**

- 13.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund



by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and API shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

#### 14. Nonexclusivity

- 14.1 Attachment is not exclusive. API understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

### **EXHIBIT A: BELLSOUTH/API RATES – ALABAMA** **REMOTE SITE COLLOCATION**

**Rates marked with an asterisk (\*) are interim and are subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$869.18
PE1RB	Cabinet Space *	Per Rack/Bay	\$230.19	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.74

# BellSouth Remote Site Collocation

Attachment 4 - RS  
Page 35

PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.11
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – FLORIDA  
REMOTE SITE COLLOCATION**

**Rates marked with an asterisk (\*) are interim and are subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	\$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.45
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – GEORGIA  
REMOTE SITE COLLOCATION****Rates marked with an asterisk (\*) are interim and are subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	\$229.02
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$74.22
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – KENTUCKY  
REMOTE SITE COLLOCATION****Rates marked with an asterisk (\*) are interim and are subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.91
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.41	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.60
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.82
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – LOUISIANA  
REMOTE SITE COLLOCATION**

**Rates marked with an asterisk (\*) are interim and are subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	\$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.49
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.02
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – MISSISSIPPI  
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	\$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.43
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.01
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – NORTH CAROLINA  
REMOTE SITE COLLOCATION****Rates marked with an asterisk (\*) are interim and are subject to true-up**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	\$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	\$230.60
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$74.74
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.



**EXHIBIT A: BELLSOUTH/API RATES – SOUTH CAROLINA  
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	\$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.25
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.27
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/API RATES – TENNESSEE  
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	\$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.12
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.23
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

## **ENVIRONMENTAL AND SAFETY PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### **1. GENERAL PRINCIPLES**

- 1.1 Compliance with Applicable Law. BellSouth and API agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and API shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. API should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for API to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. API will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the API space with proper notification. BellSouth reserves the right to

stop any API work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by API are owned by API. API will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by API or different hazardous materials used by API at BellSouth Facility. API must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by API to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and API will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and API will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, API must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and API shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## 2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, API agrees to comply with the applicable

sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. API further agrees to cooperate with BellSouth to ensure that API's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by API, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Premises)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B</li> <li>• (Contact E/S for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> </ul>

	EVET approval of contractor	<ul style="list-style-type: none"> <li>Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	<ul style="list-style-type: none"> <li>Std T&amp;C 450</li> </ul>
Other maintenance work	Protection of BST employees and equipment	<ul style="list-style-type: none"> <li>29CFR 1910.147 (OSHA Standard)</li> <li>29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>P&amp;SM Manager - Procurement</li> <li>Fact Sheet Series 17000</li> <li>GU-BTEN-001BT, Chapter 3</li> <li>BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>Std T&amp;C 450</li> <li>Fact Sheet 14050</li> <li>BSP 620-145-011PR Issue A, August 1996</li> <li>Std T&amp;C 660-3</li> <li>Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>GU-BTEN-001BT, Chapter 3</li> </ul>

### 3. DEFINITIONS

**Generator.** Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### 4. **ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

## **Attachment 5**

### **Access to Numbers and Number Portability**



## TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS .....	2
2. NUMBER PORTABILITY PERMANENT SOLUTION .....	2
3. SERVICE PROVIDER NUMBER PORTABILITY .....	3
4. SPNP IMPLEMENTATION .....	3
5. TRANSITION TO PERMANENT NUMBER PORTABILITY .....	6
6. CONVERSION POLICY .....	6
7. TRUE-UP .....	9
8. OPERATIONAL SUPPORT SYSTEM (OSS) RATES .....	9
Rates.....	Exhibit A

## **ACCESS TO NUMBERS AND NUMBER PORTABILITY**

### **1. Non-Discriminatory Access to Telephone Numbers**

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, API shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, api will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by API, BellSouth will provide API with on line access to telephone numbers for reservation on a first come first served basis. Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000, BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. API acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that API cancel its reservations of numbers. API shall comply with such request.

1.3. Further, upon API request and for the purposes of the resale of BellSouth's telecommunications services by API, BellSouth will reserve up to 100 telephone numbers per CLLIC, for API's sole use. Such telephone number reservations shall be transmitted to API via electronic file transfer. Until December 1, 2000, such reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000, BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. API acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for API's reasonable need in that particular CLLIC.

### **2. Number Portability Permanent Solution**

2.1 The FCC, the Commissions, and industry fora have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in

Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

### 3. Service Provider Number Portability

- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability (SPNP). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

- 3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of API. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the API switch that serves the subscriber.

- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

- 3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

### 4. SPNP Implementation

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only

from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2.1

SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.2.2

SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the BFR/NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

## 5. **Transition to Permanent Number Portability**

5.1 Once PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

## 6. **Conversion Policy**

- 6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:
  - 6.1.1 Conversion of SPNP numbers to PNP is handled as a project.
  - 6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center.
  - 6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.
- 6.2 Conversion Schedule
  - 6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.
- 6.3 Specific Conversion activities
  - 6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.
  - 6.3.2 During the 120-day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.
  - 6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.
- 6.4 Firm Order Confirmation
  - 6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.
- 6.5 Routing of Calls to the Local Routing Number (LRN)
  - 6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

- 6.6 Permanent Number Solution
  - 6.6.1 BellSouth and API will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide accessible via the Internet at the following site:  
<http://www.interconnection.bellsouth.com>.
  - 6.6.1.1 BellSouth and API will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.
  - 6.6.1.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.
    - 6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.
  - 6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
  - 6.6.1.4 BellSouth will provide ordering support for API's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by API outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.
  - 6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.
- 6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.



7. **True-up**

7.1 **This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

7.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

7.3 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

7.4 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

7.5 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and API specifically or upon all carriers generally, such as a generic cost proceeding.

8. **Operational Support System (OSS) Rates**

The terms, conditions and rates for OSS are as set forth in Section 2 of Attachment 2.

**BELLSOUTH/API RATES  
SERVICE PROVIDER  
NUMBER PORTABILITY**

Attachment 5  
Exhibit A  
Rates - Page 1

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	\$2.25	NA	NA	
RCF, per number ported (Residence Line), 6 paths	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.65	\$2.17	\$1.50	
RCF, per number ported (Business Line)	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	\$0.71	\$0.7046	NA	
NRC - Disconnected Change	TNPBL	\$2.13	NA	\$2.03	NA	\$0.05	\$0.644	\$0.50	NA	NA	
RCF, per number ported (Residence Line)	TNPBL	\$0.65	NA	\$0.51	NA	\$2.29	\$2.34	\$1.66	\$2.17	\$1.25	
NRC	TNPBL	\$0.07	NA	\$0.07	NA	\$0.49	\$0.6441	\$0.71	\$0.7046	NA	
NRC - Disconnected Change	TNPBL	\$0.32	NA	\$0.2836	NA	\$0.05	\$0.0844	\$0.50	NA	NA	
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA										
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPBD										
NRC - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00	
NRC - Add'l	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00	
NRC - Disconnected - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Disconnected - Add'l	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Incremental Change - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	
NRC - Incremental Change - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA	
NRC - Incremental Change - Manual Service Order - Disconnected - 1st	SOMAN	\$17.77	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA	
NRC - Incremental Change - Manual Service Order - Disconnected - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA	
DID, per number ported, Residence - NRC	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA	
DID, per number ported, Business - NRC	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA	
DID, per number ported, Business - NRC - Disconnected	TNPDB	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA	
DID, per service order, per location	TNPDB	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA	
NRC - 1st	TNPBD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA	
NRC - Add'l	TNPBD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA	
NRC - Disconnected - 1st	TNPBD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA	
NRC - Disconnected - Add'l	TNPBD	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$44.70	NA	
NRC - Incremental Change - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$2.01	\$2.84	NA	\$44.70	NA	
NRC - Incremental Change - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$45.80	NA	NA	
NRC - Incremental Change - Manual Service Order - Disconnected - 1st	SOMAN	\$17.77	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA	
NRC - Incremental Change - Manual Service Order - Disconnected - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
DID, per trunk termination, Initial - NRC	TNP72	\$11.84	NA	\$10.73	NA	\$11.41	\$16.06	NA	NA	NA	
DID, per trunk termination, Initial - Disconnected	TNP72	\$173.73	NA	\$135.47	NA	\$12.46	\$171.68	\$11.43	\$13.16	NA	
DID, per trunk termination, Subsequent	TNP72	\$50.43	NA	\$135.47	NA	\$129.69	\$171.68	\$217.88	\$218.03	NA	
DID, per trunk termination, Subsequent - NRC	TNP72	\$11.84	NA	\$10.73	NA	\$12.46	\$17.88	\$11.43	\$13.16	NA	
DID, per trunk termination, Subsequent - Disconnected	TNP72	\$51.35	NA	\$139.53	NA	\$137.85	\$180.69	\$233.56	\$73.63	NA	
DID, per trunk termination, Subsequent - Disconnected	TNP72	\$25.00	NA	NA	NA	\$18.75	\$24.71	NA	NA	NA	

NOTES:

**NOTES:**

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1. Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SRP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP (F).

2. BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

## **Attachment 6**

### **Pre-Ordering, Ordering and Provisioning, Maintenance and Repair**

**TABLE OF CONTENTS**

1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR.....	3
2. ACCESS TO OPERATIONS SUPPORT SYSTEMS.....	4
3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES.....	5

## PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

**1. Quality of Pre-Ordering, Ordering and Provisioning, Maintenance and Repair**

- 1.1 All the negotiated terms and conditions set forth in this Attachment pertain to pre-ordering, ordering and provisioning and maintenance and repair.

- 1.2 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to API that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

<http://www.interconnection.bellsouth.com>.

- 1.3 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)  
(Resale/UNE non-coordinated,  
coordinated orders and order  
coordinated-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)  
(Resale/UNE non-coordinated orders)

The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

- 1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to API may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above. To the extent that API requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of API, BellSouth will not assess API additional charges beyond the rates and charges specified in this Agreement.

- 1.4 All other API requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. **Access to Operations Support Systems**

2.1 BellSouth shall provide API access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual interfaces. The OSS functions available to CLECs through the electronic interfaces are:

2.1.1 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, API shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, API shall provide paper copies of customer record information within the same intervals that BellSouth provides paper copies to API. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that API and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.1.2 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, and the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface or the TAG ordering interface may be integrated with the TAG pre-ordering interface by API. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.3 Service Trouble Reporting and Repair (a.k.a Maintenance and Repair). Service trouble reporting and repair allows API to report and monitor service troubles and obtain repair services. BellSouth shall offer API service trouble reporting in a non-discriminatory manner that provides API the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides API an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers API non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via the ECTA Gateway. BellSouth also offers ECTA functionality through the machine-to-machine EC-CPM/TA interface. If API requests BellSouth to repair a trouble

after normal working hours, API will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs. BellSouth and API agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this Agreement which may be accessed via the Internet @ <http://www.interconnection.bellsouth.com>

- 2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document and as it is amended from time to time during this Agreement.

- 2.3 BellSouth's Versioning Policy for Industry Standard Machine-to-Machine Electronic Interfaces. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine and its human-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to API with sufficient notice to allow API to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This policy is set forth in the CCP document and as it is amended from time to time during this Agreement.

- 2.4 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

### 3. **Miscellaneous Ordering and Provisioning Guidelines**

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by API will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if API wishes to reinstate an order, API may be required to submit a new service order.

- 3.2 Single Point of Contact. API will be the single point of contact with BellSouth for ordering activity for network elements and other services used by API to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. API and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed

Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by API to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify API that such an order has been processed, but will not be required to notify API in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
  - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
  - 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
  - 3.3.1.3 Notify API after the disconnect order has been completed.
- 3.4 Release of Facilities. When a customer of API or BellSouth elects to change his/her carrier to the other Party, the Party providing service shall release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.7 Cancellation Charges. If API cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.



3.8

Expedite Charges. For expedited requests by API, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

## **Attachment 7**

### **Billing**

## TABLE OF CONTENTS

1. Payment and Billing Arrangements.....	3
2. Billing Disputes.....	5
3. RAO Hosting.....	6
4. Optional Daily Usage File.....	10
5. Access Daily Usage File.....	13
Rates.....	Exhibit A

## BILLING

### 1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that API requests. BellSouth will bill and record in accordance with this Agreement those charges API incurs as a result of API purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
  - 1.1.1 For any service(s) BellSouth orders from API, API shall bill BellSouth in CABS format.
  - 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, API will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of API. API shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by API from API's customer. BellSouth will not become involved in billing disputes that may arise between API and API's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from API, the total amount billed to API will not include those taxes or fees for which the CLEC is exempt. API will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of API.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. API will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to API. The procedures for discontinuing service to API are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by API of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to API that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to API at the billing address to discontinue the provision of existing services to API at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

contractor, currently Telcordia (formerly BellCore), on behalf of API and will coordinate all associated conversion activities.

- 3.5 BellSouth will receive messages from API that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from API.
- 3.7 All data received from API that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 3.8 All data received from API that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by API and will forward them to API on a daily basis.
- 3.10 Transmission of message data between BellSouth and API will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and API will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 API will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for API to send data to BellSouth more than sixty (60) days past the message date(s), API will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and API to notify all affected Parties.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or API) identified and agreed to, the company responsible for creating the data (BellSouth or API) will make every effort to have

the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from API, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify API of the error condition. API will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, API will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide API with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 3.18 RAO Compensation
- 3.18.1 Rates for message distribution service provided by BellSouth for API are as set forth in Exhibit A to this Attachment.
- 3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and API for the purpose of data transmission. Where a dedicated line is required, API will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. API will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to API. Additionally, all message toll charges associated with the use of the dial circuit by API will be the responsibility of API. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 3.18.4 All equipment, including modems and software, that is required on the API end for the purpose of data transmission will be the responsibility of API.

3.19 Intercompany Settlements Messages

- 3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by API as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between API and the involved company(ies), unless that company is participating in NICS.
- 3.19.2 Both traffic that originates outside the BellSouth region by API and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by API, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by API, involves a company other than API, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.19.3 Once API is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of API. BellSouth will distribute copies of these reports to API on a monthly basis.
- 3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of API. BellSouth will distribute copies of these reports to API on a monthly basis.
- 3.19.6 BellSouth will collect the revenue earned by API from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of API. BellSouth will remit the revenue billed by API to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of API. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to API via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.19.7 BellSouth will collect the revenue earned by API within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of API. BellSouth will remit the revenue billed by API within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents



(\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to API via a monthly CABS miscellaneous bill.

BellSouth and API agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

#### 4. **Optional Daily Usage File**

4.1 Upon written request from API, BellSouth will provide the Optional Daily Usage File (ODUF) service to API pursuant to the terms and conditions set forth in this section.

4.2 API shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a API customer.

4.4 Charges for delivery of the ODUF will appear on APIs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4.6 Messages that error in the billing system of API will be the responsibility of API. If, however, API should encounter significant volumes of errored messages that prevent processing by API within its systems, BellSouth will work with API to determine the source of the errors and the appropriate resolution.

4.7 The following specifications shall apply to the Optional Daily Usage Feed.

##### 4.7.1 Usage To Be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to API:

- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll

- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to API.

4.7.1.4 In the event that API detects a duplicate on ODUF they receive from BellSouth, API will drop the duplicate message (API will not return the duplicate to BellSouth).

#### 4.7.2 Physical File Characteristics

4.7.2.1 ODUF will be distributed to API via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and API for the purpose of data transmission. Where a dedicated line is required, API will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. API will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to API. Additionally, all message toll charges associated with the use of the dial circuit by API will be the responsibility of API. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case

by case basis between the Parties. All equipment, including modems and software, that is required on API's end for the purpose of data transmission will be the responsibility of API.

4.7.3 Packing Specifications

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to API which BellSouth RAO that is sending the message. BellSouth and API will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by API and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

4.7.4.1 API will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. API will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to API by BellSouth.

4.7.5 Control Data

4.7.5.1 API will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate API received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by API for reasons stated in the above section.

4.7.6 Testing

4.7.6.1 Upon request from API, BellSouth shall send test files to API for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that API set up a production (LIVE) file. The live test may consist of API's employees making test calls for the types of services API requests on ODUF. These test calls are logged by API, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**5. Access Daily Usage File**

5.1. Upon written request from API, BellSouth will provide the Access Daily Usage File (ADUF) service to API pursuant to the terms and conditions set forth in this section.

5.2. API shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3. ADUF will contain access messages associated with a port that API has purchased from BellSouth

5.4. Charges for delivery of ADUF will appear on API's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.5. Messages that error in the billing system of API will be the responsibility of API. If, however, API should encounter significant volumes of errored messages that prevent processing by API within its systems, BellSouth will work with API to determine the source of the errors and the appropriate resolution.

**5.6. Usage To Be Transmitted**

5.6.1. The following messages recorded by BellSouth will be transmitted to API:

5.6.1.1. Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2. Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2. When API purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1. Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1. BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2. Originating from network element and carried by BellSouth (API is BellSouth's toll customer).

5.6.2.3. Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1. BellSouth will bill network element to API and send access record to API.

5.6.2.4. Terminating on network element and carried by BellSouth:

- 5.6.2.4.1 BellSouth will bill network element to API and send access record to API.
- 5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to API.
- 5.6.4 In the event that API detects a duplicate on ADUF they receive from BellSouth, API will drop the duplicate message (API will not return the duplicate to BellSouth.)
- 5.6.5 Physical File Characteristics
- 5.6.5.1 ADUF will be distributed to API via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and API for the purpose of data transmission. Where a dedicated line is required, API will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. API will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to API. Additionally, all message toll charges associated with the use of the dial circuit by API will be the responsibility of API. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on API's end for the purpose of data transmission will be the responsibility of API.
- 5.6.6 Packing Specifications
- 5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to API which BellSouth RAO is sending the message. BellSouth and API will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by API and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

5.6.7.1 API will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. API will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to API by BellSouth.

5.6.8 Control Data

5.6.8.1 API will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate API received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by API for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from API, BellSouth shall send a test file of generic data to API via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTH/API RATES  
ODUF/ADUF/CMDs

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.0001275	\$0.000811	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008	
ADUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.0082548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004	
CMDs: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$55.19	\$54.95	\$28.85	\$55.68	\$47.30	\$54.62	\$54.61	\$54.72	\$54.95	
CMDs: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0004	\$0.001	\$0.0000434	\$0.0000365	\$0.00003	\$0.0000354	\$0.0004	\$0.000357	\$0.001	
NOTES:	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## **Attachment 8**

### **Rights-of-Way, Conduits and Pole Attachments**



## **Rights-of-Way, Conduits and Pole Attachments**

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

## **Attachment 9**

### **Performance Measurements**

## **Performance Measurements**

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
for  
**API**  
BellSouth Standard Interconnection Agreement

<b>Agreement Effective Date: &lt;effective date&gt;</b>	<b>Agreement Expiration Date: &lt;expiration date&gt;</b>
<b>Account Manager:</b>	<b>Account Manager Tel No:</b>

<b>Attachment Name/Number</b>	<b>Section Number</b>	<b>Version Date</b>	<b>Planned Activities</b>
<b>Terms/Conditions</b>	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
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	23	09/29/00	
	24	09/29/00	
	25	09/29/00	
	26	09/29/00	
	27	09/29/00	

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
**for**  
**API**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28	09/29/00	
	29	09/29/00	
	30	09/29/00	
	31	09/29/00	
	32	09/29/00	
	33	09/29/00	
1-Resale	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
	Exhibit F	09/29/00	
2-Network Elements & Oth Sys	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
for  
**API**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
3-Local Interconnection	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
4-Physical Collocation	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
**for**  
**API**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	14	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
5-Access to Numbers/Num Portability	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	Exhibit A	09/29/00	
6-Pre-Ordering, Ordering/ Provisioning/Maint/Repair	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
7-Billing	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	Exhibit A	09/29/00	
8-ROW/Conduits/PoleAtt	1	09/29/00	
9-Perf Measurement		09/29/00	
10-Agrmt Implementation Template		09/29/00	
11-Disaster Recovery		09/29/00	

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
**for**  
**API**  
**BellSouth Standard Interconnection Agreement**

<b>Agreement Effective Date:</b>	<b>Agreement Expiration Date:</b>
<b>Account Manager:</b>	<b>Account Manager Tel No:</b>

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
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	22	09/29/00	
	23	09/29/00	
	24	09/29/00	
	25	09/29/00	
	26	09/29/00	
	27	09/29/00	



**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
**for**  
**API**  
**BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
3-Local Interconnection	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
4-Physical Collocation	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
for  
**API**  
**BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	14	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
5-Access to Numbers/Num Portability	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	Exhibit A	09/29/00	
6-Pre-Ord/Ord/Prov/Maint/ Repair	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
7-Billing	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	Exhibit A	09/29/00	
8-ROW/Conduits/PoleAtt	1	09/29/00	
9-Perf Measurement		09/29/00	
10-Agmt Implementation Template		09/29/00	
11-Disaster Recovery Plan		09/29/00	

## **Attachment 11 BellSouth Disaster Recovery Plan**

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

**2000  
BELLSOUTH  
TENNESSEE  
DISASTER RECOVERY PLANNING**

*For*

**CLECS**

## CONTENTS

	<u>PAGE</u>
1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

## **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

## **2.0 SINGLE POINT OF CONTACT**

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

**The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.**

## **3.0 IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

### 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

### 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as



during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

## **5.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

### **5.2 BELL SOUTH OUTAGE**

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

#### **5.2.1 Loss of a Central Office**

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

#### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

#### **5.2.3 Loss of a Central Office with Tandem Functions**

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

#### **5.2.4 Loss of a Facility Hub**

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)**

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

### **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

## 7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

### **Hurricane Information**

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at [http://www.interconnection.bellsouth.com/network/disaster/dis\\_resp.htm](http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm). Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

### **BST Disaster Management Plan**

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

**Attachment 12**

**Bona Fide Request and New Business Requests Process**

**BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS**

- 1.0 The Parties agree that API is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. API also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when API makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when API makes a request of BellSouth to provide a new or custom capability or function to meet API's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between API and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by API and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a API's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to API's Account Executive.
- 4.0 API may cancel a BFR or NBR at any time. If API cancels the request more than three (3) business days after submitting it, API shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If API does not cancel a BFR or NBR, API shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from API, BellSouth shall respond to API by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the

Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, API must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, API may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 Unless API agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.